

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D C

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

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RECORDATION NO. 20270-W FILED

JAN 5 '99

2-05 PM

OF COUNSEL  
URBAN A. LESTER

January 5, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Security Documents Supplement No. 7, dated December 21, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Restated Security Agreement and Restated Assignment of Lease, previously filed with the Board under Recordation Number 20270-O and 20270-P.

The names and addresses of the parties to the enclosed document are

Borrower: DJJ Leasing Ltd.  
300 Pike Street  
Cincinnati, OH 45202

Secured Party: BankBoston, N.A.  
100 Federal Street  
Boston, MA 02110

A description of the railroad equipment covered by the enclosed document is:

twenty (20) railcars bearing IHB reporting marks and road numbers 98200 through 98219. The Lease referred to in the Supplement is being filed under Recordation Number 21938

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
JAN 5 2 05 PM '99  
COMMUNICATIONS  
SERVICE SECTION

*Copy to Mr. Williams -*

Mr. Vernon A. Williams  
January 5, 1999  
Page 2

Also enclosed is a check in the amount of \$26 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

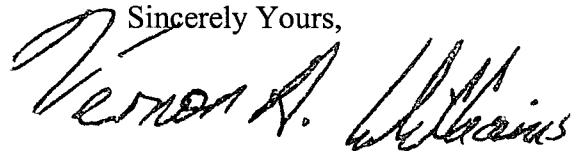
OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord and Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.  
11301 and CFR 1177.3 (c), on 1/5/99 at 2:05 PM , and  
assigned recordation numbers (s): 21938, 14240-B, 14240-C, 20270-W, 20646-W,  
20646-X and 21715-B.

Sincerely Yours,



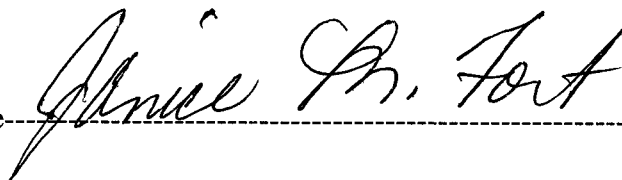
Vernon A. Williams

Enclosure(s) (7)

182.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



RECORDATION NO. 20270-20 FILED

SECURITY DOCUMENTS SUPPLEMENT

JAN 5 '99

2-05 PM

SUPPLEMENT NO.7  
TO THE  
AMENDED AND RESTATED SECURITY AGREEMENT  
DATED AS OF DECEMBER 31, 1997  
BETWEEN  
DJJ LEASING LTD.  
(the "BORROWER")  
AND  
BANKBOSTON, N.A.,  
AS ADMINISTRATIVE AGENT  
(the "ADMINISTRATIVE AGENT")  
AND  
TO THE AMENDED AND RESTATED  
ASSIGNMENT OF LEASES  
BETWEEN  
THE BORROWER  
AND  
THE ADMINISTRATIVE AGENT

---

**WHEREAS:**

A. The Borrower, the Lenders party thereto and the Administrative Agent entered into a certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Security Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Assignment of Leases dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Credit Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Administrative Agent supplements to its Security Agreement and Assignment of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Administrative Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Credit Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 21st day of December, 1998.

DJJ LEASING LTD.

By Paul E. Loebig  
Name: Paul E. Loebig  
Title: Vice President, CFO

BANKBOSTON, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 21st day of December, 1998.

DJJ LEASING LTD.

By

Name: Paul E. Loebig  
Title: Vice President, CFO

BANKBOSTON, N.A.

as Administrative Agent

By:

*Anita Ingaborn*  
Name: *Anita Ingaborn*  
Title: *Vice President*

TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF December 21, 1998,  
BETWEEN DJJ LEASING LTD. AND BANKBOSTON, N.A., AS ADMINISTRATIVE  
AGENT.

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg Mark</u>	<u>Car Numbers</u>	<u>AAR Desg.</u>	<u>Contract</u>	<u>Effective Date</u>
IHB	98200 through 98219	C112	Indiana Harbor Belt Railroad Company	Dec. 21, 1998



STATE OF OHIO            )  
                              ) ss:  
HAMILTON COUNTY        )

On this 21st day of December, 1998, before me, personally appeared Paul E. Loebig to me personally known, who being by me duly sworn, says that he resides at 4143 Abbeygate Drive, Dayton, OH and is Vice President, CFO of DJJ Leasing, Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

*Linda M. Baughman*  
Notary Public



LINDA M. BAUGHMAN  
Notary Public, State of Ohio  
My Commission Expires July 22, 2002

STATE OR COMMONWEALTH OF MASSACHUSETTS

Suffolk COUNTY

)  
)ss:  
)

On this 4<sup>th</sup> day of January, 1999, before me, personally appeared Arthur M. Ingraham to me personally known, who being by my duly sworn, says that s/he resides at 100 Filer Street and is a Vice President of BankBoston, N.A., that said instrument was signed on the date hereof on behalf of BankBoston, N.A. by authority of BankBoston, N.A.; and s/he acknowledge that the execution of the foregoing instrument was the free act and deed of BankBoston, N.A.

C. J. [Signature]  
Notary Public  
Commission expires 11/27/03